#### Notice Pursuant to Bankruptcy Rule 3001

## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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Lehman Brothers Holdings Inc.

Case No.: 08-13555 (JMP Court ID (Court Use Only)

## NOTICE OF TRANSFER OF CLAIMS OTHER THAN FOR SECURITY PURSUANT TO BANKRUPTCY RULE 3001(E)(2)

CLAIMS HAVE BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. §1111(a). Pursuant to Bankruptcy Rule 3001(e)(2), Transferee hereby gives notice of the transfer, other than for security, of the claims referenced herein.

Name of Transferee: Barclays Bank PLC	Name of Transferor: UBS AG
Notices to Transferee should be sent to: Barclays Bank PLC 745 Seventh Avenue New York, NY, 10019 Telephone: (212) 412-2865 Email: daniel.crowley@barclayscapital.com jessica.fainman@barclayscapital.com	Court Record Address of the Transferor: (Court use only)
Name and Address where transferee payments should be sent (if different from above):	Name and Current Address of Transferor UBS AG Bahnhofstrasse 45 8001 Zurich, Switzerland Attn: Mr. Hugo Koller +41 44 235 37 36 - hugo.koller@ubs.com
Amount and ISIN Number of Claim Being Transferred:  Amount: \$ 4,437,000  OR  €3,000,000 (face amount of securities)  ISIN Number: XS0323978162	NOTE: THIS IS A PARTIAL TRANSFER OF CLAIM ONLY
Court Claim No. (if known): 59233	
Date Claim Filed: October 30, 2009	

I decla	re under penalty of perjury that the information	n provided in this notice is tr	ue and correct to the best
of my l	(nowledge and belief.		
By:	In	Date:	
	Daniel Crowley Managing Director		
	Barclays Bank PLC		
	745 Seventh Ave New York NY 10019		

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 &3571.As set forth in the attached Evidence of Transfer of Claim, Transferor has waived to the fullest extent permitted by law any notice or right to receive notice of a hearing under Bankruptcy Rule 3001(e).

United States Bankruptcy Court / Southern D Lehman Brothers Holdings Claims Processing Cente c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076		Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, whic	N SECURITIES PROGRAMS  USBC - Southern District of New York
New York, NY 10150-5076  In Re: Lehman Brothers Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP)	Le	ehman Brothers Holdings Inc., Et Al.  08-13555 (JMP)  0000059233
Debtors.  Note: This form may not be used to file claims  Programs Securities as listed on http://www.leh			
Name and address of Creditor: (and name and addre	ss where notices should be sent if different from Cr	reditor)	☑ Check this box to indicate that this claim amends a previously filed claim.
UBS AG Bahnhofstr. 45 8001 Zurich Switzerland			Court Claim Number:(if known)
Notices to be sent to:	x		Filed on: October 28, 2009  Amended claims are marked with
UBS AG Attn.: Hugo Koller, OQ9C/O5GC P.O. Box 8098 Zurich Switzerland			"Additional" and/or "Amended" in the attached Schedule
Telephone number: +41 44 235 37 36	Email Address: hugo.koller@ubs.com	62	
Name and address where payment should be sent (if UBS AG Attn.: Hugo Koller, OQ9C/OSGC P.O. Box 8098 Zurich Switzerland			☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: +41 44 235 37 36	Email Address: hugo.koller@ubs.com		
<ol> <li>Provide the total amount of your claim based on L Securities as of September 15, 2008, whether you ow claim matured or became fixed or liquidated before of as applicable on September 15, 2008. If you are filin claim amounts for each Lehman Programs Security to</li> </ol>	ned the Lehman Programs Securities on September r after September 15, 2008. The claim amount mus g this claim with respect to more than one Lehman	r 15, 2008 or ac st be stated in U	equired them thereafter, and whether such United States dollars, using the exchange rate
Amount of Claim: \$ To be determined - See atta	ched Appendix and Schedule.		
	des interest or other charges in addition to the princ	ipal amount du	e on the Lehman Programs Securities.
<ol><li>Provide the International Securities Identification with respect to more than one Lehman Programs Securelates.</li></ol>			
International Securities Identification Number (IS	IN): See attached Appendix and Schedule.		P-1111
3. Provide the Clearstream Bank Blocking Number, a (each, a "Blocking Number") for each Lehman Program, the bank, broker or other entity that holds such a Security, you may attach a schedule with the Blocking.	ams Security for which you are filing a claim. You ecurities on your behalf). If you are filing this claim	must acquire a m with respect	Blocking Number from your accountholder to more than one Lehman Programs
Clearstream Bank Blocking Number, Euroclear B	ank Electronic Instruction Reference Number a	nd or other de	pository blocking reference number:
See attached Appendix and Schedule.  4. Provide the Clearstream Bank, Euroclear Bank or filing this claim. You must acquire the relevant Clear bank, broker or other entity that holds such securities	stream Bank, Euroclear Bank or other depository p	participant acco	unt number from you accountholder (i.e. the
Accountholders Euroclear Bank, Clearstream Ban See attached Appendix and Schedule.	a com o te un allemen legalement		95
<ol> <li>Consent to Euroclear Bank, Clearstream Bank and are deemed to have authorized, Euroclear Bank, of and holdings of Lehman Programs Securities to the D</li> </ol>	Clearstream Bank or other depository to disclose yo	our identity	FOR COURT USE ONLY

	x 5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM
Date. 29 October 2009	Signature: The person filing this claim must sign it. Sign and print name and to of the creditor or other person authorized to file this claim and state address and number if different from the notice address above. Attach copy of power of atto any.  Hugo Koller, Director  Jean-Claude Besson, Associate Director	telephone

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

#### DEFINITIONS

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#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

#### **Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing

c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009.

### \_\_INFORMATION\_\_

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Claims to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

#### Appendix

This amended Proof of Claim (this "Claim") is filed by UBS AG, Bahnhofstr. 45, 8001 Zurich, Switzerland ("Claimant") against Lehman Brothers Holdings Inc. ("Debtor").

This Claim amends the Proof of Claim in an amount To Be Determined filed by Claimant on or about October 28, 2009.

This Claim is based on Debtor's issuance or guarantee, as applicable, of the securities listed on the attached Schedule.

The precise amount of this Claim cannot be determined at this time, as it may depend on factors outside Claimant's knowledge and beyond Claimant's control. Accordingly, the amount of this Claim is to be determined, but includes principal, accrued interest, any enhanced returns on principal, and expenses, to the extent permitted by the governing documents and applicable law.

Because these securities are Lehman Program Securities, as defined in the Court's July 2, 2009 order, Claimant is not required to complete a Guarantee Questionnaire or to provide any information other that that provided herein in support of this Claim.

#### Reservation of Rights

This Claim is filed under the compulsion of the bar date established in these chapter 11 proceedings and is filed to protect Claimant from forfeiture of claims by reason of said bar date. Claimant reserves its right to amend and/or supplement this Claim for the purposes and to the extent permitted by applicable law.

Claimant reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Claimant by Debtor, including, without limitation, any rights of setoff and/or recoupment not expressly asserted above. Claimant further reserves all of its rights as against the other debtors in these chapter 11 proceedings.

Claimant further reserves all rights accruing to it, and the filing of this Claim is not and shall not be deemed or construed as (i) a waiver, release, or limitation of Claimant's rights against any person, entity, or property (including, without limitation, Debtor or any other person or entity that is or may become a debtor in a case pending in this Court); (ii) a consent by Claimant to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (iii) a waiver, release, or limitation of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge; (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; (vii) an election of remedies; or (viii) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

#### Schedule

ISIN NUMBER	FACE AMOU	NT'/UNITS	BLOCKING NUMBER	ACCOUNT NUMBER
ANN521331184	Units	62	CA64761	CBL13463
ANN521331267	Units	251	CA64762	CBL13463
ANN521331424	Units	40	CA64725	CBL13463
ANN521331754	Units	82	CA64726	CBL13463
ANN521332174	Units	550	CA64712	CBL13463
ANN521334238	Units	1'350	CA64715	CBL13463
ANN521334980	Units	150	CA90530	CBL73520
ANN521337611	Units	7	CA64711	CBL13463
ANN521338114	Units	20	CA64713	CBL13463
ANN521338783	Units	76	CA64714	CBL13463
ANN5214A1035	Units	162	CA64716	CBL13463
ANN5214A4757	Units	40	CA64717	CBL13463
ANN5214A6166	Units	11	CA64719	CBL13463
ANN5214A6406	Units	323	CA64721	CBL13463
ANN5214A6737	Units	1'000	CA64720	CBL13463
ANN5214A6810	Units	5'800	CA64727	CBL13463
ANN5214A8303	Units	455	CA64723	CBL13463
ANN5214A8899	Units	51	CA64718	CBL13463
ANN5214R1481	Units	10	CA64724	CBL13463
ANN5214R2547	Units	65	CA64728	CBL13463
ANN5214R3388	Units	385	CA64722	CBL13463
ANN5214R3792	Units	513		CBL13463
ANN5214R4030	Units	100	CA64729	CBL13463
ANN5214R5029	Units	900		CBL13463
ANN5214R7678	Units	500		CBL13463
ANN5214R8254	Units	100		CBL13463
ANN5214T3428	Units	150		CBL13463
ANN5214T4335	Units	25'000	CA64735	CBL13463
CH0026915527	CHF	380'000	CH100025SPETRANS-1	SIXSIS20001513
CH0026985082	CHF	5'460'000	CH100025SPETRANS-63	SIXSIS20001513
CH0027120606	CHF	407'000		SIXSIS20001513
CH0027120614	Units	10		SIXSIS20001513
CH0027120622	USD	3'236'000	CH100025SPETRANS-4	SIXSIS20001513
CH0027120655	CHF	440'000	CH100025SPETRANS-5	SIXSIS20001513
CH0027120663	CHF	74'000		CBL13463
CH0027120663	CHF		CH100025SPETRANS-6	SIXSIS20001513
CH0027120671	CHF		CH100025SPETRANS-7	SIXSIS20001513
CH0027120689	EUR	207'000	CH100025SPETRANS-8	SIXSIS20001513
CH0027120697	EUR	72'000	CH100025SPETRANS-9	SIXSIS20001513
CH0027120705	USD		CA64744	CBL13463
CH0027120705	USD	498'000		SIXSIS20001513
CH0027120713	USD		CH100025SPETRANS-11	SIXSIS20001513
CH0027120747	EUR	The second second second second second second	CH100025SPETRANS-12	SIXSIS20001513
CH0027120754	EUR		CH100025SPETRANS-13	SIXSIS20001513
CH0027120770	Units		CH100025SPETRANS-14	SIXSIS20001513
CH0027120796	CHF		CH100025SPETRANS-15	SIXSIS20001513

<sup>&</sup>lt;sup>1</sup> For securities denominated in currency other than U.S. dollars, the amount of the claim, once determined, will be converted to U.S. dollars at the applicable exchange rate.

A/73154598.1

ISIN NUMBER	FACE	AMOUNT'/UNITS	BLOCKING NUMBER	ACCOUNT NUMBER
CH0027120812	CHF	1'170'000	CA64739	CBL13463
CH0027120812	CHF	35'000	CH100025SPETRANS-16	SIXSIS20001513
CH0027120820	EUR	147'000	CA64740	CBL13463
CH0027120820	EUR	80'000	CH100025SPETRANS-17	SIXSIS20001513
CH0027120838	CHF	21'000	CH100025SPETRANS-18	SIXSIS20001513
CH0027120846	EUR	25'000	CH100025SPETRANS-19	SIXSIS20001513
CH0027120853	Units	3	CH100025SPETRANS-20	SIXSIS20001513
CH0027120861	CHF	4'871'000	CH100025SPETRANS-21	SIXSIS20001513
CH0027120879	EUR	3'306'000	CH100025SPETRANS-22	SIXSIS20001513
CH0027120887	CHF	175'000	CH100025SPETRANS-23	SIXSIS20001513
CH0027120903	EUR	11'470'000	CH100025SPETRANS-24	SIXSIS20001513
CH0027120978	EUR	140'000	CH100025SPETRANS-25	SIXSIS20001513
CH0027120986	CHF	235'000	CH100025SPETRANS-26	SIXSIS20001513
CH0027120994	EUR	355'000	CH100025SPETRANS-27	SIXSIS20001513
CH0027121000	EUR	1'541'000	CH100025SPETRANS-28	SIXSIS20001513
CH0027121034	CHF	325'000	CH100025SPETRANS-29	SIXSIS20001513
CH0029197156	CHF	465'000	CH100025SPETRANS-30	SIXSIS20001513
CH0034774536	CHF	16'000	719614392708909	SIXSIS20001513
CH0034774536	CHF	2'196'000	CH100025SPETRANS-31	SIXSIS20001513
CH0034783636	CHF	75'000	CH100025SPETRANS-32	SIXSIS20001513
CH0034783644	CHF	192'000	CH100025SPETRANS-33	SIXSIS20001513
CH0034783651	EUR	23'000	CH100025SPETRANS-34	SIXSIS20001513
CH0034783669	EUR	108'000	CH100025SPETRANS-35	SIXSIS20001513
CH0034783685	USD	91'000	CH100025SPETRANS-36	SIXSIS20001513
CH0034783693	EUR	105'000	CH100025SPETRANS-37	SIXSIS20001513
CH0034783093	CHF	80'000	CH100025SPETRANS-38	SIXSIS20001513
CH0036891148	CHF	325'000	CH100025SPETRANS-39	SIXSIS20001513
CH0036891189	CHF	25'000	CH100025SPETRANS-40	SIXSIS20001513
CH0036891197	EUR	20'000	CH100025SPETRANS-41	SIXSIS20001513
CH0036891197	EUR	1'000'000		<del> </del>
CH0036891221	CHF	1'883'000		SIXSIS20001513
CH0036891239 CH0036891247	EUR	85'000	CH100025SPETRANS-43 CH100025SPETRANS-44	SIXSIS20001513 SIXSIS20001513
CH0036891247	EUR			·
CH0036891254	CHF		CH100025SPETRANS-45	SIXSIS20001513
CH0036891202 CH0036891379	CHF	35'000		SIXSIS20001513
			CH100025SPETRANS-47	SIXSIS20001513
CH0036891387	CHF		CH100025SPETRANS-48	SIXSIS20001513
CH0036891395	EUR		CH100025SPETRANS-49	SIXSIS20001513
CH0036891403	CHF	1'414'000		SIXSIS20001513
CH0036891411	CHF	3'664'000		SIXSIS20001513
CH0039308652	CHF		CH100025SPETRANS-52	SIXSIS20001513
CH0039308660	CHF		CH100025SPETRANS-53	SIXSIS20001513
CH0039308678	USD	75'000		SIXSIS20001513
CH0039308686	USD	20'170'000		SIXSIS20001513
CH0039308694	USD		CH100025SPETRANS-56	SIXSIS20001513
CH0043088605	USD	10'000	CH100025SPETRANS-57	SIXSIS20001513
CH0043088613	EUR	5'000	CH100025SPETRANS-58	SIXSIS20001513
CH0043088621	CHF	180'000	CH100025SPETRANS-59	SIXSIS20001513
CH0043088639	CHF	15'000	CH100025SPETRANS-60	SIXSIS20001513
CH0043088647	EUR	35'000		SIXSIS20001513
CH0043088654	USD		CH100025SPETRANS-62	SIXSIS20001513
DE000A0LJV62	Units	10	CA28482	SIXSIS20001597

Amended

ISIN NUMBER	FACE AMO	DUNT¹/UNITS	BLOCKING NUM	BER ACCOUNT NUMBER
DE000A0MHVV0	Units	170	CA28469	SIXSIS20001597
DE000A0MJHE1	Units	15	CA64741	CBL13463
DE000A0MJHE1	Units	242	CA28470	SIXSIS20001597
DE000A0NLYL5	Units	49	CA43764	SIXSIS20001597
DE000A0NMJ46	Units	103	CA29101	SIXSIS20001597
DE000A0NMJ46	Units	20	CA28472	SIXSIS20001597
DE000A0NPV47	Units	67	CA64738	CBL13463
DE000A0S5NN9	Units	20	CA43766	SIXSIS20001597
DE000A0TLL96	EUR	20'000	CA34878	SIXSIS20001597
DE000A0TQG23	EUR	100'000	CA64736	CBL13463
XS0128857413	EUR	2'264'000	CA64746	CBL13463
XS0162289663	EUR	50'000		CBL13463
XS0163559841	EUR	75'000		CBL13463
XS0169028700	Units		CA64743	CBL13463
XS0176153350	EUR		CA64749	CBL13463
XS0178969209	EUR	145'000	<del> </del>	CBL13463
XS0179304869	EUR	1'111'000		CBL13463
XS0181945972	EUR	635'000		CBL13463
XS0183944643	EUR	3'097'000		CBL13463
XS0183944643	EUR	30'000		CBL73526
XS0185655445	EUR	85'000	(	CBL13463
XS0186243118	CHF	1'530'000	ļ	CBL13463
XS0186883798	USD	206'000		CBL13463
XS0180865798 XS0187966949	USD	110'000		CBL13463
XS0187967160	CHF	1'053'000		CBL13463
XS0189294225	EUR			CBL13463
XS0189741001	EUR	510'000		CBL13463
XS0189741001 XS0189741001		9'549'000		
Annual Control of the	EUR	75'000		CBL73520 SIXSIS20001597
XS0189741001 XS0189741001	EUR		CA34066	
XS0189741001 XS0192355302	EUR		CA34065	SIXSIS20001597
	Units		CA64759	CBL13463
XS0192518370	USD	56'000		CBL13463
XS0193035358	EUR		CA94912	CBL13463
XS0195431613	EUR		CA94920	CBL13463
XS0198737735	USD		CA94922	CBL13463
XS0199536029	EUR		CA94913	CBL13463
XS0200265709	CHF		CA94923	CBL13463
XS0200284247	EUR		CA94914	CBL13463
XS0202417050	EUR	75'000		CBL13463
XS0203783526	USD	200'000		CBL13463
XS0203783526	USD	150'000		CBL73526
XS0204933997	USD	228'000		CBL13463
XS0204933997	USD	125'000		CBL13463
XS0204933997	USD	100'000		CBL73520
XS0205185456	EUR		CA94917	CBL13463
XS0208459023	EUR		CA94916	CBL13463
XS0209026805	EUR		CA94919	CBL13463
XS0209198927	USD		CA67960	CBL13463
XS0210414750	GBP	4'910'000		CBL13463
XS0210414750	GBP		CA01735	CBL13463
XS0210414750	GBP	1'510'000	CA90534	CBL73520

ISIN NUMBER	FACE A	MOUNT¹/UNITS	BLOCKING NUMBER	ACCOUNT NUMBER
XS0210414750	GBP	100'000	CA90887	CBL73527
XS0210433206	EUR	647'000	CA67970	CBL13463
XS0210782552	EUR	407'000	CA67962	CBL13463
XS0211093041	EUR	440'000	CA67961	CBL13463
XS0211814123	EUR	1'060'000	CA67965	CBL13463
XS0212915523	EUR	80'000	CA67972	CBL13463
XS0213416141	EUR	305'000	CA67971	CBL13463
XS0213416141	EUR	300'000	CA90717	CBL73526
XS0213519464	EUR	252'000	CA67964	CBL13463
XS0213899510	EUR	1'947'000	CA67975	CBL13463
XS0213971210	EUR	155'000	CA67969	CBL13463
XS0214408840	EUR	195'000	CA67968	CBL13463
XS0215349357	EUR	2'948'000	CA67973	CBL13463
XS0216591692	USD	85'000	CA67967	CBL13463
XS0218304458	EUR	165'000		CBL13463
XS0220152069	EUR	680'000		CBL13463
XS0220704109	EUR	50'000		CBL13463
XS0220791585	EUR	5'820'000		CBL13463
XS0222698283	EUR	770'000		CBL13463
XS0223590612	CHF	74'000		CBL13463
XS0224346592	EUR	3'240'000		CBL13463
XS0224346592	EUR	250'000	CA90531	CBL73520
XS0225326858	CHF	50'000		CBL13463
XS0225841898	EUR	1'565'000	CA67978	CBL13463
XS0226380334	CHF	260'000		CBL13463
XS0228149075	EUR	241'000		CBL13463
XS0228154158	CHF	20'000	CA67986	CBL13463
XS0228314885	JPY	40'880'000	<del></del>	CBL13463
XS0229269856	EUR	5'204'000		CBL13463
XS0229269856	EUR	265'000		CBL73526
XS0229269856	EUR		CA45670	CBL13463
XS0229584296	EUR		CA76353	CBL13463
XS0229584296	EUR		CA28471	SIXSIS20001597
XS0231181222	EUR	10'000	CA67987	CBL13463
XS0232035534	CHF	5'365'000		CBL13463
XS0232035880	EUR	3'958'000		CBL13463
XS0232035880	EUR		CA90713	CBL73526
XS0232037159	USD	2'993'000		CBL13463
XS0232364868	EUR		CA67996	CBL13463
XS0234123650	CHF		CA68002	CBL13463
XS0234582178	USD		CA69190	CBL13463
XS0234632700	Units		CA69192	CBL13463
XS0234972981	Units		CA69199	CBL13463
XS0236535679	EUR			CBL13463
XS0237709208	EUR		CA69191	CBL13463
XS0238679079	Units			CBL13463
XS0238681307	Units		CA69189	CBL13463
XS0241762748	USD	2'000'000		CBL13463
XS0242136413	CHF		CA69204	CBL13463
XS0246504210	EUR		CA69194	CBL13463
XS0247274599	Units		CA69201	CBL13463

ISIN NUMBER	FACE AM	OUNT¹/UNITS	BLOCKING NUMBER	ACCOUNT NUMBER
XS0248142894	EUR	5'087'000	CA69207	CBL13463
XS0248620899	CHF	70'000	CA69203	CBL13463
XS0250113841	Units	231	CA69206	CBL13463
XS0251155205	USD	160'000	CA69208	CBL13463
XS0251658885	EUR	3'000'000	CA69195	CBL13463
XS0251909478	Units	15'697	CA69205	CBL13463
XS0251909635	Units	48'035	CA69196	CBL13463
XS0252834576	EUR	3'100'000	CA69197	CBL13463
XS0252834576	EUR	300'000	CA90712	CBL73526
XS0252834576	EUR	250'000	CA90890	CBL73527
XS0252835110	EUR	5'920'000	CA01705	CBL13463
XS0252835110	EUR	250'000		CBL13463
XS0253852254	Units	22		CBL13463
XS0254171191	EUR	5'450'000		CBL13463
XS0254628661	EUR	55'000		CBL13463
XS0255599598	EUR	2'830'000		CBL13463
XS0256368308	USD	100'000		CBL73526
XS0256934000	EUR	2'391'000		CBL13463
XS0257101856	Units	79	CA69214	CBL13463
XS0258396927	CHF	105'000	CA69216	CBL13463
XS0258947745	Units	80		CBL13463
XS0259811114	EUR	1'000'000		CBL13463
XS0259611114 XS0260445530	Units	170		CBL13463
XS0261032238	Units	58'342		CBL13463
XS0267032238 XS0262353831	EUR	105'000	·	CBL13463
XS0263715467	EUR	75'000		CBL13463
XS0264674549	GBP	250'000		CBL13463
XS0264966671	USD	58'000		CBL13463
XS0265627751	Units	143'028		CBL13463
XS0266486025	USD	25'000		CBL13463
XS0267059755	EUR	66'000		CBL13463
XS0267365442	Units		CA74442	CBL13463
XS0267460359	EUR	1'160'000		CBL13463
XS0267400339 XS0268043709	EUR		CA74453	CBL13463
XS0268648952	EUR	15'550'000		CBL13463
XS0268648952	EUR		CA90719	CBL73526
XS0268992145	USD		CA74441	CBL13463
XS0269969027			<del></del>	CBL13463
	EUR		CA74444	
XS0270174013	USD		CA74455	CBL13463
XS0270987547	EUR		CA74454	CBL13463
XS0271141565 XS0271201484	GBP		CA74445	CBL13463
	Units		CA74449	CBL13463
XS0271522442	JPY	110'000'000		CBL73526
XS0271522442	JPY	225'000'000		CBL73527
XS0272486753	EUR		CA74450	CBL13463
XS0272543900	EUR		CA74451	CBL13463
XS0273043629	EUR		CA74448	CBL13463
XS0274445120	CHF		CA74456	CBL13463
XS0275726007	USD		CA90722	CBL73526
XS0275726007	USD		CA90888	CBL73527
XS0275924578	USD	100'000	CA90725	CBL73526

ISIN NUMBER	FACE	AMOUNT¹/UNITS	BLOCKING NUMBER	ACCOUNT NUMBER
XS0275924578	USD	1'250'000	CA90892	CBL73527
XS0275925112	USD	1'800'000	CA90724	CBL73526
XS0275925112	USD	250'000	CA90891	CBL73527
XS0276149738	USD	800'000	CA90893	CBL73527
XS0276272936	EUR	4'000'000	CA74459	CBL13463
XS0276439493	EUR	500'000		CBL13463
XS0276441044	EUR	6'000		CBL13463
XS0276598538	USD	750'000		CBL73526
XS0276598538	USD	PROPERTY OF THE PROPERTY OF TH	CA90894	CBL73527
XS0276599346	USD		CA74462	CBL13463
XS0276599346	USD		CA90727	CBL73526
XS0276599346	USD	1'300'000		CBL73527
KS0276600292	USD	2'350'000	· · · · · · · · · · · · · · · · · · ·	CBL73526
KS0276600292	USD	1'150'000	<del></del>	CBL73527
KS0276619805	EUR	209'000		CBL13463
KS0277185152	EUR		CA74461	CBL13463
(S0279424310	Units	84'755		CBL13463
KS0279424310	JPY	120'000'000		CBL73526
XS0280505740 XS0281520352	EUR		CA74464	CBL13463
XS0281520332 XS0282579290	JPY	100'000'000		CBL73526
KS0282764199	USD			CBL73526
KS0282764199 KS0282937985		1'000'000		CBL13326
	EUR		CA74465	
(S0282978666 (S0282978666	Units	2'585'000		CBL13463 CBL73526
	Units	110'000		<del> </del>
KS0283497005	EUR	25'000		CBL13463
XS0285759121	EUR	300'000		CBL73526
XS0285759121	EUR	800'000	CA90895	CBL73527
XS0285922133	EUR	33'000		CBL13463
XS0286242390	USD		CA90636	CBL73526
KS0286242390	USD		CA90896	CBL73527
XS0286900708	CHF		CA15684	CBL13463
KS0287044969	EUR	14'600'000		CBL13463
KS0287563646	Units		CA74517	CBL13463
KS0287567043	USD		CA74513	CBL13463
KS0288356123	EUR		CA74683	CBL13463
KS0288569972	USD		CA90668	CBL73526
KS0288579260	EUR		CA74689	CBL13463
KS0288704264	USD		CA90633	CBL73526
(S0288760761	EUR	800'000		CBL73526
KS0288760761	EUR	200'000		CBL73527
KS0289717968	EUR	720'000		CBL13463
(S0290294742	Units		CA74682	CBL13463
(S0290694925	USD	1'700'000		CBL73526
S0290694925	USD	100'000		CBL73527
(S0290837383	CHF		CA74684	CBL13463
(S0291251808	JPY	60'000'000	CA90666	CBL73526
(S0291251808	JPY	50'000'000	CA90910	CBL73527
(S0292337309	USD	1'200'000	CA90637	CBL73526
(S0292337309	USD	200'000	CA90900	CBL73527
(S0293572425	EUR	20'000	CA74691	CBL13463
(S0293964002	USD		CA74690	CBL13463

ISIN NUMBER	FACE	AMOUNT / UNITS	BLOCKING NUMBER	ACCOUNT NUMBER
XS0294585889	CHF	30'000	CA74699	CBL13463
XS0294695043	USD	550'000	CA74688	CBL13463
XS0294745673	EUR	880'000	CA74686	CBL13463
XS0295664535	Units	47	CA74687	CBL13463
XS0295698947	EUR	3'543'000	CA74692	CBL13463
XS0298614552	EUR	20'000	CA74700	CBL13463
XS0299086644	USD	400'000	CA90902	CBL73527
XS0299141332	GBP	300'000	CA74697	CBL13463
XS0299386101	CHF	6'480'000	CA74695	CBL13463
XS0299411222	EUR	200'000	CA90638	CBL73526
XS0299411222	EUR	800'000	CA90906	CBL73527
XS0299624568	SEK	2'120'000	CA74696	CBL13463
XS0299641224	SEK	180'000	CA74694	CBL13463
XS0299929595	USD	100'000		CBL73520
XS0300055547	EUR	500'000	<del></del>	CBL13463
XS0300339578	EUR	900'000		CBL73526
XS0300339578	EUR	100'000		CBL73527
XS0300658597	CHF	673'000	CA74706	CBL13463
XS0301473327	SEK	75'000	CA74703	CBL13463
XS0301522396	EUR	245'000		CBL13463
XS0301522719	EUR	80'000		CBL13463
XS0301813522	USD	8'644'000		CBL13463
XS0301813522	USD	600'000		CBL73520
XS0301813522	USD	12'836'000		CBL73526
XS0301813522	USD	4'883'000		CBL73527
XS0301886247	USD	850'000		CBL73526
XS0301886247	USD	100,000	<del> </del>	CBL73527
XS0301860247 XS0301958178	USD	1'100'000		CBL73526
XS0301958178	USD	100,000	<del> </del>	CBL73527
XS0301936178 XS0302043012	EUR	100'000		CBL73526
XS0302043012 XS0302280499	USD	1'700'000		CBL73526
XS0302280499 XS0302280499	USD	1'500'000		CBL73527
XS0302285290	USD	600'000		CBL73527
XS0302285290	USD		CA90908	CBL73527
XS0302283290 XS0302350888	EUR		CA74705	CBL13463
XS0302350888 XS0302351266	CHF		CA74708	CBL13463
XS0302331200 XS0302669196	EUR		CA90669	CBL73526
	EUR			CBL73527
XS0302669196			CA74702	
XS0303465214	EUR		CA74702	CBL13463
XS0303475957	EUR		CA74710	CBL13463
XS0303476849	EUR		CA74715	CBL13463
XS0303746571	EUR		CA74712	CBL13463
XS0306179168	Units		CA74713	CBL13463
XS0307264050	USD		CA90675	CBL73526
XS0307264050	USD		CA90913	CBL73527
XS0307355445	CZK	15'000'000		CBL13463
XS0307745744	EUR		CA74714	CBL13463
XS0307992676	EUR	*******************************	CA74717	CBL13463
XS0307992676	EUR		CA01704	CBL13463
XS0308389807	USD		CA74716	CBL13463
XS0308937514	JPY	400'000'000	CA90681	CBL73526

ISIN NUMBER	FACE	AMOUNT / UNITS	BLOCKING NUMBER	ACCOUNT NUMBER
XS0309334356	EUR	2'000'000	CA74762	CBL13463
XS0309485729	EUR	1'440'000	CA74767	CBL13463
XS0309835139	Units	10'013	CA74763	CBL13463
XS0309871019	EUR	3'120'000	CA74760	CBL13463
XS0310069538	Units	46'810	CA74759	CBL13463
XS0310175566	USD	2'100'000	CA74768	CBL13463
XS0310486641	USD	1'500'000		CBL73526
XS0310487292	JPY	20'000'000	CA74769	CBL13463
XS0310487292	JPY	590'000'000		CBL73526
XS0310487292	JPY	110'000'000		CBL73527
XS0310793905	USD	700'000		CBL73526
XS0310793905	USD	1,000,000	<del> </del>	CBL73527
XS0311179252	USD	200'000		CBL73526
XS0311179252	USD	3'000'000		CBL73527
XS0311223688	EUR	1'000'000		CBL13463
XS0317225000 XS0312194854	USD	1'150'000		CBL73526
XS0312194854	USD	700'000		CBL73527
XS0312194834 XS0313528944	EUR	1'000'000	CA74761	CBL13463
XS0313526944 XS0313532623	EUR	1'000'000	CA74764	CBL13463
XS0313332023 XS0313893215		86'000		CBL13463
	EUR		·	CBL73526
XS0314157644	USD	200'000		
XS0314774257	Units	9'984'000		CBL13463
XS0314871293	GBP	100,000		CBL13463
XS0314918276	Units	10		CBL13463
XS0315549690	JPY	385'000'000	CA90686	CBL73526
XS0317359718	EUR	940'000		CBL13463
XS0317744380	USD	1'350'000		CBL73526
XS0317744380	USD	1'500'000	<del></del>	CBL73527
XS0317961729	EUR	1'000		CBL13463
XS0318056354	CHF		CA74780	CBL13463
XS0319817788	USD		CA90687	CBL73526
XS0319862818	CHF		CA74783	CBL13463
XS0320033466	USD		CA90690	CBL73526
XS0320322901	CHF	17'798'000		CBL13463
XS0320521429	USD		CA90691	CBL73526
XS0321019258	EUR	10'620'000	CA74776	CBL13463
XS0321395583	EUR		CA74781	CBL13463
XS0321795170	CHF	200'000	CA90915	CBL73527
XS0322031591	USD	1'500'000	CA90689	CBL73526
XS0322152462	USD	3'000'000	CA74778	CBL13463
XS0322153270	CHF	20'000	CA74785	CBL13463
XS0322265157	USD	3'000'000	CA90536	CBL73520
XS0322468850	USD	100'000	CA90688	CBL73526
XS0322468850	USD	1'100'000	CA91606	CBL73527
XS0322748202	CHF	10'000	CA74786	CBL13463
XS0323005610	CHF	2'260'000	CA74777	CBL13463
XS0323081801	USD	500'000	CA90699	CBL73526
XS0323081801	USD	100'000	CA91611	CBL73527
XS0323412337	EUR	500'000	CA74790	CBL13463
XS0323535418	Units		CA74787	CBL13463
XS0323978162	EUR		CA74791	CBL13463
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ISIN NUMBER	FACE	AMOUNT / UNITS	BLOCKING NUMBER	ACCOUNT NUMBER
XS0324192243	EUR	200'000	CA74779	CBL13463
XS0324446524	CHF	25'000'000	CA74788	CBL13463
XS0324890440	CHF	52'547'000	CA74789	CBL13463
XS0324890440	CHF		CA43638	CBL13463
XS0324929164	EUR	700'000	CA74793	CBL13463
XS0325152154	EUR	103'000	CA74792	CBL13463
XS0325244514	CHF	50'000		CBL13463
XS0325369725	USD	200'000		CBL13463
XS0325550472	CHF		CA74853	CBL13463
XS0325550555	EUR	80'000		CBL13463
XS0325813409	USD		CA74852	CBL13463
XS0326006540	EUR	3'750'000		CBL13463
XS0326006540	EUR		CA01734	CBL13463
XS0326006540	EUR	100'000		CBL73526
XS0326086716	CHF	100'000		CBL13463
XS0326427480	CHF	25'301'000		CBL13463
	GBP	110'000		CBL13463
XS0326476693				CBL73527
XS0326538120	SGD		CA91609	
XS0326542072	EUR	2'333'000		CBL13463
XS0326730313	USD	142'000		CBL13463
XS0326819728	EUR	1'633'000	· · · · · · · · · · · · · · · · · · ·	CBL13463
XS0326826343	EUR	30'000		CBL13463
XS0327277272	HKD		CA90692	CBL73526
XS0327277272	HKD	8,000,000		CBL73527
XS0327731096	EUR	650'000		CBL13463
XS0327848015	USD	100'000		CBL73526
XS0328064810	USD	235'000		CBL13463
XS0328873681	CHF	140'000	CA74868	CBL13463
XS0329243876	EUR	65'000	\$ mm - = mm	CBL13463
XS0329288384	USD	68'000	CA74866	CBL13463
XS0329522758	CHF	35'000	CA74869	CBL13463
XS0329633829	CHF	55'000	CA74870	CBL13463
XS0330222984	Units	50	CA74871	CBL13463
XS0330834598	EUR	2'000'000	CA74872	CBL13463
XS0331427061	EUR	4'000'000	CA74873	CBL13463
XS0332137271	USD	200'000	CA90694	CBL73526
XS0332199115	USD	40'000	CA74875	CBL13463
XS0332756849	EUR	3'190'000	CA74879	CBL13463
XS0332848372	USD	200'000	CA74877	CBL13463
XS0333830700	USD	100'000	CA91612	CBL73527
XS0334419321	GBP	4'452'000	CA90537	CBL73520
XS0335243159	EUR	700'000	CA74874	CBL13463
XS0335576475	EUR	10'000	CA74876	CBL13463
XS0335964648	EUR		CA74881	CBL13463
XS0336019996	EUR		CA74878	CBL13463
XS0336050215	EUR		CA74880	CBL13463
XS0336320022	USD	2'850'000		CBL13463
XS0336373575	USD		CA74883	CBL13463
XS0336410013	USD		CA91610	CBL73527
XS0336416051	USD		CA91613	CBL73527
XS0336617625	USD		CA74882	CBL13463
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ISIN NUMBE		AMOUNT / UNITS	BLOCKING N	UMBER ACCOUNT NUMBER
XS0336850762	USD	1'050'000		CBL13463
XS0336927149	ISK	25'000'000		CBL13463
XS0337337710	CHF	168'000	CA75568	CBL13463
XS0337637515	CHF	120'000	CA75576	CBL13463
XS0337685670	USD	100'000	CA75567	CBL13463
XS0337685670	USD	25'000	CA43636	CBL13463
XS0338071987	EUR	320'000	CA75577	CBL13463
XS0338316093	CHF	5'000'000	CA75571	CBL13463
XS0338495087	EUR	2'523'000	CA75579	CBL13463
XS0338684565	USD	500'000	CA75572	CBL13463
XS0338802191	USD	10'000'000	CA91627	CBL73527
XS0339479841	USD	400'000	CA91619	CBL73527
XS0339479924	USD	1'000'000	CA91616	CBL73527
XS0339537804	USD	185'000	CA75573	CBL13463
XS0340050284	USD	100'000	CA90701	CBL73526
XS0340648145	USD	2'150'000	CA90698	CBL73526
XS0340696466	EUR	510'000	CA75578	
XS0340756898	USD	225'000	CA75574	CBL13463
XS0341522687	USD	50'000	CA75581	CBL13463
XS0341731411	USD	5'000'000	CA90700	CBL13463
XS0341731767	USD	5'000'000	CA90696	CBL73526
XS0341923083	USD	4'000'000	CA75575	CBL73526
XS0342097747	USD		CA75580	CBL13463
XS0342194601	EUR		CA75582	CBL13463
XS0342399325	USD			CBL13463
XS0342399325	USD		CA90697	CBL73526
XS0343530340	EUR		CA91615	CBL73527
XS0343643036	USD	-	CA75584	CBL13463
XS0344087183	USD		CA90703	CBL73526
XS0344960058	USD	The second secon	CA75588	CBL13463
XS0344962260	USD		CA75590	CBL13463
XS0345205693	EUR	2'000'000		CBL13463
KS0345213283	USD		CA75587	CBL13463
XS0345288459	USD		CA91618	CBL73527
(S0346007320	EUR		CA75586	CBL13463
(S0346073975	USD		CA75591	CBL13463
(S0346073975	USD	400'000 (	The state of the latest and the state of the	CBL73526
(S0346080590	EUR	1'000'000 (	the state of the s	CBL73527
(S0346122343	USD	21'000   (		CBL13463
S0346123150		490'000 (		CBL13463
S0346508707	USD		CA91620	CBL73527
S0346776460	USD	300'000		CBL73527
S0346785537	USD		CA75594	CBL13463
S0346821357	EUR		A75596	CBL13463
S0347064924	USD		A75595	CBL13463
S0347064924 S0347383274	EUR		A75592	CBL13463
S0347383274 S0347452855	USD		A90705	CBL73526
S0347432833 S0347732892	USD	100'000 C		CBL13463
S0347790403	USD	17 - Total Control of the Control of	A75600	CBL13463
S0347790403 S0347938671	USD		A75601	CBL13463
80348395814	EUR	500'000 C		CBL13463
30370393014	SGD	1'750'000 C	A90702	CBL73526

ISIN NUMBER	FACE	AMOUNT / UNITS	BLOCKING NUMBER	ACCOUNT NUMBER	
XS0348395814	SGD	1'000'000	CA91621	CBL73527	
XS0349166917	Units	1'830	CA75599	CBL13463	
XS0349506369	EUR	1'956'000	CA75642	CBL13463	
XS0349757442	USD	100'000	CA91636	CBL73527	
XS0349842558	EUR	1'000'000	CA75646	CBL13463	3000
XS0350312608	EUR	50'000	CA75643	CBL13463	
XS0350635875	USD	5'000'000	CA90704	CBL73526	
XS0351629687	USD	150'000		CBL73526	
XS0351979587	CHF	33'000		CBL13463	
XS0352061245	USD		CA34888	CBL73527	
XS0352117641	USD		CA75645	CBL13463	
XS0353348666	USD	10'300'000		CBL73526	
XS0353540000 XS0353557233	USD		CA75649	CBL13463	
XS0353676082	CHF		CA75648	CBL13463	
XS0354064841	USD	10,000,000		CBL73527	-
XS0354064641	USD	10,000,000		CBL73527	-
XS0354005001 XS0354298241	USD	10'000'000		CBL73527	-
XS0355133454	EUR	9'000		CBL13463	
XS0355133434 XS0356499052	USD	·	CA75647	CBL13463	-
				CBL73527	
XS0357385177	USD	10'000'000			-
XS0357658672	EUR		CA75650	CBL13463	-
XS0358125473	USD	10'000'000		CBL73527	
XS0358176468	EUR	1'130'000		CBL13463	-
XS0358302601	CZK	44'500'000		CBL13463	
XS0358410164	USD	1'000'000		CBL13463	
XS0358787694	USD	10'000'000	·	CBL73527	-
XS0359722856	USD	10'000'000		CBL73527	-
XS0360700560	USD	10'000'000		CBL73527	
XS0361379166	EUR		CA75655	CBL13463	
XS0361723637	USD	10'000'000		CBL73527	_
XS0361965212	USD	10'000'000		CBL73527	
XS0362447558	EUR.	<del> </del>	CA75654	CBL13463	
XS0362447806	USD	10'000'000	CA91639	CBL73527	_
XS0362829599	USD	10'000'000	CA91641	CBL73527	
XS0362891631	EUR	45'000	CA75658	CBL13463	
XS0363204941	Units	1'200'000	CA75659	CBL13463	
XS0363471631	USD	100'000	CA91642	CBL73527	
XS0363488361	USD	10'000'000	CA91644	CBL73527	
XS0364418102	USD	4'350'000	CA75656	CBL13463	
XS0364962661	USD	10'000'000		CBL73527	
XS0366059953	USD	3'092'000		CBL13463	
XS0366074242	USD	500'000		CBL13463	
XS0366383387	USD	230'000		CBL13463	
XS0366802964	USD		CA75665	CBL13463	
XS0368205869	USD	10'000'000	<del></del>	CBL73527	
XS0368298187	EUR		CA75668	CBL13463	
XS0368533369	USD	10'000'000	**************************************	CBL73527	
XS0377054381	USD		CA75670	CBL13463	7.00
XS0275725611	USD	300'000	CA77824	CBL73527	Additiona
XS0321317603	EUR		CA77823	CBL73526	Additiona
	EUR		CA77948	CBL13463	Additiona

08-13555-mg Doc 13954 Filed 01/14/11 Entered 01/14/11 14:47:39 Main Document Pg 17 of 22

SIN NUMBER	FACE A	MOUNT / UNITS	BLOCKING NUMBER	ACCOUNT NUMBER	
KS0300055547	EUR	800'000	CA77947	CBL13463	Additional
(S0189741001	EUR	100'000	CA77825	CBL13463	Additional
CS0183944643	EUR	30'000	CA77946	CBL13463	Additional

Amount of Claim: To be determined, including principal, accrued interest, any enhanced returns on principal, and expenses, to the extent permitted by the governing documents and applicable law.



#### 08-13555-mg Doc 13954 Filed 01/14/11 Entered 01/14/11 14:47:39 Main Document Pg 18 of 22

#### BY DHL EXPRESS MAIL

Epig Bankruptcy Solutions, LLC, Attn.Lehman Brothers Holdings Claim Processing 757 Third Avenue, 3rd Floor New York, NY 1017, USA

**UBS AG** 

Badenerstrasse 547 / D P.O.Box, CH-8098 Zurich

Corporate Events OMN7 Default Management

Jean-Claude Besson OQ9C / O5GC-JWJ Tel. +41 44 235 60 42 Fax +41 44 235 47 21 . jean-claude.besson@ubs.com

www.ubs.com

## Message

October 29, 2009

#### subject Amended Proof of Claim Filing on various Bonds Lehman Program Securities

On behalf of			
you are receiving		Claim Form and Schedule as of 29. AN PROGRAM SECURITIES	10.2009 on behalf of variou
for your information for your records as agreed please complete		returned with thanks please comment please sign please forward to	□ please return □ please confirm receipt □ please process
Remarks Please receive 1 Page	ckage by DHL Express	439 1052 993 containing	
	of Claim Form and Sch im Form dated 27.10.	nedule on Lehman Program Securii 2009	ties to replace the

Yours sincerely,

**UBS AG** 

Jean-Claude Besson Associate Director

Yall Hugo Koller Director



#### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, UBS AG ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 59233 filed by or on behalf of UBS AG (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities" (The "Bar Date Order"); (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other holders of Lehman Program Securities of a similar nature.
- 3. If an order is entered by the Court reducing, avoiding, subordinating or disallowing the Transferred Claims, in whole or in part, because the claim is found to be defective, incomplete or incorrect when the Proof of Claim was filed as a result of Seller's failure to comply with the Bar Date Order, then Buyer shall have the right to demand from Seller that Seller immediately repay to Buyer the purchase price paid in connection with the transfer hereunder, plus interest thereon from the date hereof to the date of such repayment by Seller to Buyer, and in exchange for such repayment Buyer shall transfer the Transferred Claims and the underlying securities back to the Seller.
- Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) Seller acknowledges and understands, and hereby stipulates, that an order of the



## 08-13555-mg Doc 13954 Filed 01/14/11 Entered 01/14/11 14:47:39 Main Document Pg 21 of 22

Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 5. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 6. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 7. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 28th\_of October 2010.

UBS AG (Transferor)	Barclays Bank PLC (Transferee)
Ву:	By:
Name: Hugo Koller	Name: Daniel Crowley
Title: Director	Title: Managing Director
By: WSUNDW	By:
Name: Jean-Claude Besson	Name:
Γitle: Associate Director	Title

Bahnofstrasse 45

8011 Zurich, Switzerland

745 Seventh Ave New York, NY 10019

# Transferred Claims

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Gusrantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Equity-Linked Euro Medium term Note Capital Protected Note 100% Capital Protected Notes linked to a Basket of Indeices	XS0323978162	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,000,000 (Equivalent to USD 4,437,000.00)	Equity-Linked	October 9, 2007	N/A

Purchased Claim

\$4,437,000.00 (the outstanding amount of the Proof of Claim as of October 27th, 2010).